

In addition, the contact lens of Feinbloom by definition is necessarily sized to be no larger than the cornea of a human eye and solely provides aid to vision. In contrast, the novel lens of the present invention has been amended to distinctly claim that the size of the lens is at least large enough to provide protective shielding to one or more eyes of a wearer. The Feinbloom lens can never be of such a size (it would be too large to function) and the Feinbloom lens can not provide protective shielding to an eye.

It will be appreciated that the lens of the present invention constitutes a significant advance in formed polymeric plano optics lenses. Feinbloom does not teach nor does it suggest a formed polymeric plano optics lens having the geometric configuration as recited in claim 1. Feinbloom relates to conventional contact lens technology which necessarily requires grinding (and so would not be formed), would always have a prescription for corrective purposes and would have to be small enough to be placed on a cornea. It would not have been contemplated to form the prescription contact lens of Feinbloom as a plano lens (that is, there would be no reason to form the contact lens as a plano lens) nor would Feinbloom be comprised of a formed polymeric material, nor would Feinbloom be made large enough to provide protective shielding for an eye as is now recited in claim 1. While the Examiner notes that the prescription be zero, there is no teaching of a zero prescription and indeed the entire specification of Feinbloom is directed to correcting vision. It is therefore submitted that the Examiner is excessing impermissible hindsight in concluding that one of ordinary skill in the art would use a zero prescription for a Feinbloom "vision correcting" contact lens.

Accordingly, it is submitted that claim 1 patentably defines over Feinbloom. Similarly, amended claim 17 patentably defines over Feinbloom for the same reasons.

Dependent claims 2-10 and 18-20 should also now be patentable as they depend from what should now be allowable claims.

Reconsideration is also requested of the rejection of claims 1-10 and 17-20 under 35 USC 103 as being allegedly unpatentable over Feinbloom in view of Bright. Bright merely discloses the use of optically clear polymers for making ophthalmic (i.e., prescription) lenses. Bright does not teach any feature of applicants' claimed invention; nor does Bright fill in any of the missing teachings from Feinbloom. There is simply no teaching or suggestion to combine Feinbloom with Bright and even were this combination to be made, the lens of Feinbloom would still be a small contact lens for use on the cornea which provides no protective shielding and which would not be plano.

Submitted herewith is a terminal disclaimer which should overcome the obviousness-double patenting rejection of claims 1-13.

Applicants acknowledge the allowability of claims 11-16 and 21-33.

It is believed that the foregoing amendments and remarks fully comply with the office action and that the claims herein should now be allowable to applicants. Accordingly, reconsideration and allowance is requested.

If there are any fees properly due with respect to this paper, please charge them to
Deposit Account No. 06-1130, maintained by applicant's attorneys.

Respectfully submitted,

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Date: March 16, 1999

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